

CONTRACT – TEMPLATE

**CONTRACT No. _____
on the purchase of goods**

I. GENERAL PART

Object of purchase: Biometric data collection equipment

CPV Code: 30210000-4

„_____” _____ 2023

Chisinau municipality

The Supplier of Goods	The Contracting Authority
<div>_____, <i>(full name of company, association, organisation)</i> represented by _____, <i>(position, name, surname)</i> acting on the basis of _____, <i>(statute, regulation, decision, etc.)</i> hereinafter referred to as <i>the Supplier</i>, _____, <i>(no. and date of registration in the State Register)</i> on the one hand,</div>	<div>Public Institution "Public Services Agency", represented by _____, <i>(position, name, surname)</i> Acting under the Statute, hereinafter referred to as <i>the Buyer</i>, IDNO 1002600024700, date of registration in the State Register of Legal Entities: 19.07.2017, on the other hand,</div>

both hereinafter referred to as the "Parties" and separately as the "Party", have entered into this Contract with regard to the following :

- a. The purchase of Biometric Data Collection Equipment, hereinafter referred to as "Goods", under the public procurement procedure Open Tender No. _____ of _____, based on the Decision of the Procurement Working Group of the Buyer No. _____ of _____.
- b. The following documents shall be considered integral and integral parts of the Contract:
 - 1) Technical Specifications - Annex No. 1;
 - 2) Technical Requirements - Annex No. 1.1;
 - 3) Price Specifications - Annex No. 2.
- c. In the event of discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority listed above.
- d. As consideration for the payments to be made by the Buyer, the Supplier hereby undertakes to deliver the Goods to the Buyer and to remedy their defects in accordance with the provisions of the Contract in all respects.
- e. The Buyer hereby undertakes to pay to the Supplier, as consideration for the delivery of goods, the Contract price within the time and in the manner provided for in the Contract.

1. Object of the Contract

1.1. The Supplier undertakes to deliver the Goods (Biometric data collection equipment, including the

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provision of related services: integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods and training of the Buyer's personnel) as set out in Annexes 1, 1.1 and 2 to this Contract.

1.2. The Buyer undertakes, in turn, to pay for and take delivery of goods delivered by the Supplier.

1.3. The quality of the Goods shall meet the requirements set out in Annexes no. 1 and 1.1 to this Contract.

1.4. The warranty period of the Goods: 36 months from the date of signature of the Act of delivery-receipt of the Goods, with maintenance at the authorised service centre of the manufacturer in the Republic of Moldova or in the EU.

2. Delivery terms and conditions

2.1. The goods will be delivered after signing the Contract in two instalments as follows:

- 1st instalment-80 sets (40 sets - Integrated Station Desk Identity Management and 40 sets - Mini Illuminated Backdrop), up to 180 calendar days from the Contract signing date, according to the technical requirements indicated in Annexes no. 1 and 1.1 of the Contract;

- 2nd instalment-60 sets (30 sets - Integrated Station Desk Identity Management and 30 sets - Mini Illuminated Backdrop), within up to 270 calendar days from the Contract signing, according to the technical requirements indicated in Annexes no. 1 and 1.1 of the Contract.

Support services for the integration/adaptation of the integrated operating system to the existing system as required by the Buyer for the commissioning of Goods and training of the Buyer's personnel shall be provided at the Buyer's premises and/or remotely (as applicable), within a period of up to 45 calendar days after delivery of Goods, for each instalment separately.

2.2. Delivery of Goods shall be made by the Supplier under the conditions of the DAP of Chisinau municipality INCOTERMS 2020, Republic of Moldova, Chisinau municipality (customs posts no. 1, 2, 3 or Chisinau International Airport).

2.3. The right of ownership of the Goods and the risks related to them shall pass from the Supplier to the Buyer at the time of delivery of goods according to INCOTERMS 2020 rules.

2.4. The documentation accompanying the Goods shall include:

- a) Invoice/Tax Invoice;
- b) International freight bill (CMR/AWB);
- c) Certificate of preferential origin of goods (EUR.1);
- d) EC declaration of conformity;
- e) Technical documentation: technical passport of the equipment, operating and technical service instructions of the equipment.
- f) Copy of the export declaration
- g) Act of receipt-delivery of goods (indicating serial and part number for each separate good);
- h) Service provision act.

2.5. The originals of the documents referred to in point 2.4. letters a, b, c, d, e, f shall be presented to the Buyer not later than at the time of delivery of Goods. Delivery of Goods shall be deemed to have been completed when the above documents are submitted and accepted without objection by the Buyer.

2.6. Copies of the documents referred to in point 2.4. letters a,b,c,d,e,f shall be sent by the Supplier to the Buyer's e-mail address no later than 2 (two) working days prior to delivery of Goods, informing the Buyer of the delivery tracking number, date of dispatch, list of all documents for unloading and accompanying.

2.7. Support services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods and training of the Buyer's personnel are included in the price of goods. The training of the personnel shall be carried out at the Buyer's premises and/or remotely (as appropriate) at the address: 42, A. Puskin Street, Chisinau municipality.

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2.8. The Goods shall be transported packed in such a way as to ensure their integrity during transport, handling and storage until delivery to the Buyer. Each part or accessory shall be packed in such a way as to be protected during transport.

2.9. Final reception of the Goods shall be based on the operational tests carried out at the time of commissioning. The Goods shall be capable of performing all processes and performances specified in Annexes No. 1 and 1.1 of the Contract. The tests shall be carried out by the Supplier in the presence of the Buyer's representative.

Final reception of the Goods shall be confirmed by the signing without objection by the Parties of the Act of delivery-receipt of the Goods and the Act of provision of services drawn up in two copies.

3. Price and payment conditions

3.1. The price of goods delivered under this Contract shall be set out in _____MDL/EUR and shall be indicated in the Price Specifications in Annex No. 2 to this Contract.

3.2. The total amount of this Contract shall be: _____ MDL/EUR, excluding /including VAT.

(amount in figures and letters)

3.3. Payment for Goods delivered shall be made in MDL/EUR.

3.4. The method and conditions of payment by the Buyer shall be:

1st instalment - 100% of the total amount of the first instalment, within 20 (twenty) working days after delivery of Goods, including the provision of the Services for integration/adaptation of the integrated operating system to the existing system, commissioning of Goods and training of the Buyer's personnel, submission of the accompanying Documentation as per item 2.4 and acceptance without objection by the Buyer;

2nd instalment - 100% of the total amount of the 2nd instalment, within 20 (twenty) working days after delivery of Goods, including the provision of the Services for integration/adaptation of the integrated operating system to the existing system, commissioning of Goods and training of the Buyer's personnel, submission of the accompanying Documentation in accordance with point 2.4 and their acceptance without objection by the Buyer;

3.5. Payments shall be made by bank transfer to the Supplier's settlement account indicated in this Contract.

3.6. Without prejudice to the INCOTERMS 2020 rules, all prices indicated in the Contract are exclusive of taxes, duties and any other charges in the Buyer's country, the payment of which is the sole obligation of the Buyer.

3.7. For the purpose of applying the provisions of international treaties on the avoidance of double taxation with non-residents, the Supplier shall present the "Certificate of Residence" issued by the competent authority of its state of residence, otherwise the contracting authority shall withhold income tax in the amount of 12% from the payments directed for payment, according to the provisions of the Tax Code of the Republic of Moldova. The "Certificate of Residence" issued in a foreign language shall be presented with a translation into Romanian, except for the one issued in English.

The "Certificate of Residence" shall be presented to the Buyer until the Invoice is presented for payment.

4. Conditions of delivery-receipt

4.1. The Goods shall be deemed to have been delivered by the Supplier and received by the Buyer if:

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a) the quantity of the Goods corresponds to the information indicated in Annex No. 2 and the accompanying documents according to point 2.4. of this Contract.

b) the quality of the Goods corresponds to the information indicated in the requirements of Annexes 1 and 1.1 of this Contract.

c) if the quality of the Goods delivered is found not to be in conformity with the requirements laid down, the Buyer shall be entitled to refuse acceptance and the Supplier shall be bound to ensure their replacement

and to reimburse the Buyer for all direct costs incurred in connection with the acceptance of the non-conforming Goods, as well as to reimburse the costs of paying customs and import duties.

c) integration/adaptation, commissioning and training of the Buyer's personnel shall be carried out in accordance with the manufacturer's recommendations.

d) the packaging and integrity of the Goods delivered allow their use according to their intended purpose. The packaging of the Goods must contain the following inscriptions in English language (marking):

Careful during transport

Do not throw away

Store in a dry place

Contract: _____ Supplier: _____

Street: _____

City: _____ Country: _____

Container No.: _____

Order: _____

Type: _____

4.2. The Supplier undertakes to provide the Buyer with the accompanying documentation in accordance with point 2.4 for payment. In the event of non-compliance by the Supplier with this clause, the Buyer reserves the right to increase the payment period set out in point 3.4 by the number of days in arrears and to be exempted from payment of the penalty set out in point 10.4.

4.3. The compensation of non-conforming Goods shall be made on the basis of the Certificate of non-conformity drawn up by the Buyer in accordance with the provisions of the Buyer's internal regulations, as follows: the Buyer shall notify the Supplier in writing of the identified rejected quantity of the Goods and shall indicate the amount of expenses (in foreign currency - Euro) incurred for the payment of customs duties, customs procedures and other customs payments in accordance with the legislation of the Republic of Moldova and the amount of Value Added Tax. On the basis of the calculations provided by the Buyer, the Supplier shall draw up a Credit Note for the amount indicated in the notification and present it to the Buyer. The amount of the Credit Note shall be paid by the Supplier into the Buyer's settlement account within 5 (five) working days from the date of its submission;

5. Standards

5.1. The Goods supplied under the Contract shall comply with the requirements stipulated in Annexes No. 1 and 1.1 of this Contract.

5.2. The Goods shall comply with the standards indicated in Annex No. 1.1 of the Contract.

6. Obligations of the Parties

6.1 Under this Contract, the Supplier undertakes:

- a) to deliver the Goods/provide the related services under the conditions provided for in this Contract;
- b) to notify the Buyer of the availability of the Goods for delivery as provided for in this Contract;
- c) to ensure the appropriate conditions for the acceptance of the Goods (including the provision of the Support Services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods and the training of the Buyer's personnel) by the Buyer within the time limits set in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Goods/Related Services until their integration/adaptation to the Buyer's existing system;
- e) to ensure the functionality of the Goods, the free replacement of non-conforming Goods and the resolution of warranty cases within a maximum of 45 calendar days from the date of receipt of the request, in accordance with the requirements indicated in Annex no. 1.1 of the Contract;
- f) to reimburse the Buyer for all direct costs related to the acceptance of the non-conforming Goods, as well as for the payment of customs and import duties.

6.2. Under this Contract, the Buyer undertakes:

- a) to take all necessary measures to ensure the timely acceptance of the Goods delivered in accordance with the requirements of this Contract;
- b) to ensure payment for the Goods delivered, in accordance with the terms and time limits indicated in this Contract.
- c) to ensure the proper disposal of the Goods;
- d) to notify the Supplier of the quantity of non-conforming Goods and the cost of the expenses incurred on delivery, based on the legislation in force of the Republic of Moldova and the amount of VAT.

7. Circumstances justifying non-performance of the Contract

7.1. The Parties shall be exempted from liability for the partial or complete non-fulfilment of the obligations under this Contract, if this is caused by the occurrence of some circumstances that justify the non-execution of the Contract (wars, natural disasters: fires, floods, earthquakes, as well as other circumstances that do not depend on the will of the Parties).

7.2. The Party invoking the clause of circumstances that justify the non-execution of the Contract shall be obliged to inform immediately (but not later than 10 days) the other Party about the occurrence of circumstances that justify the non-execution of the Contract.

7.3. The occurrence of circumstances that justify the non-execution of the Contract, the time of triggering of such circumstances and their duration must be confirmed by a certification notice, duly issued by the competent authority in the country of the Party invoking such circumstances.

7.4. If circumstances that justify the non-execution of the Contract occur, it shall be modified by an additional agreement, including the modifications of the terms of execution, in case of a subsequent execution of the Contract. When points 7.1. and 7.3. are executed, the Parties modify the Contract by an additional agreement, concerning the partial or complete non-fulfillment of the obligations, including the modification of terms in case of suspension and subsequent execution of the Contract.

8. Termination

8.1. Termination of the Contract may be carried out with the joint agreement of the Parties.

8.2. The Contract may be terminated unilaterally by:

- (a) the Buyer in the event of the Supplier's refusal to deliver the Goods under this Contract (including refusal to provide Support Services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods and training of the Buyer's personnel);

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- b) the Purchaser in the event of the Supplier's failure to meet the delivery deadlines set including refusal to provide Support Services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods and training of the Purchaser's personnel);
- c) the Supplier in case of failure by the Buyer to meet the deadlines for payment of the Goods;
- d) the Supplier or the Buyer in the event of non-fulfilment by one of the Parties of the claims made under this Contract.

8.3. The Buyer shall have the right to unilaterally terminate the Contract during the period of its validity in one of the following situations:

- a) the Supplier is, at the time of its assignment, in one of the situations that would have led to its exclusion from the award procedure according to art. 19 of Law no. 131/2015 on public procurement;
- b) The Contract has been subject to a substantial modification requiring a new public procurement procedure in accordance with art. 76 of Law no. 131/2015 on public procurement;
- c) The Contract should not have been awarded to the Supplier in question in view of a serious breach of obligations arising from Law no. 131/2015 on Public Procurement and/or international treaties to which the Republic of Moldova is a party, which has been established by a decision of a national or, where applicable, international court.

8.4. The Party initiating the termination of the Contract shall be obliged to notify the other Party within 15 calendar days of its intentions by a reasoned letter.

8.5. The Party notified undertakes to reply within 10 calendar days of receipt of the notification. If no reply is given within the time limits, the initiating Party shall initiate the termination.

9. Claims

9.1. The claims concerning the quantity of the Goods delivered (*including and/or claims concerning the installation, setting/adjustment, commissioning of the Goods and/or the training of the Buyer's personnel*) shall be submitted to the Supplier at the time of their receipt, and shall be confirmed by a document drawn up in accordance with the provisions of point 4.3.

9.2. Claims concerning the quantity and quality of the Goods delivered (including claims concerning the performance of the Services of integration/adaptation, commissioning of the Goods and training of the Buyer's personnel) shall be examined by the Supplier within 15 calendar days from the date of their receipt and shall inform the Buyer of the decision taken.

9.3. In case of recognition of claims, the Supplier undertakes to additionally deliver to the Buyer the respective quantity of Goods/compensate the non-conforming Goods in accordance with the requirements of Chapter no. 4 of the Contract.

9.4. The Supplier shall be liable for the quality of the Goods within the limits laid down, including hidden defects.

9.5. In case of deviation from the quality of the Goods, the costs for stoppage or delay shall be borne by the party at fault.

9.6. The parties shall use their best endeavours to settle disputes and disagreements which may arise in the performance of this Contract on an equal basis and by negotiation.

9.7 At the settlement of the dispute, the Party claiming breach of the provisions of this Contract undertakes to submit a prior claim to the other Party in accordance with the following requirements:

- claims must be made in writing and sent by post with acknowledgement of receipt;
- the claim must contain:
 - the circumstances and attached documents confirming the breach of the provisions of this Contract
 - proposals for resolving the dispute that has arisen.

9.8. If the reply to the claim is not submitted within the set time limit, the party who received the claim shall be deemed to have agreed to the requirements for the settlement of the dispute.

Translated from Romanian into English language

9.9. In case of impossibility of settlement within 30 (thirty) calendar days from the date of submission of the claim, the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the International Commercial Arbitration Court under the Rules of the Chamber of Commerce and Industry of the Republic of Moldova. The decision of the court shall be final and binding on the parties. The law of the Republic of Moldova shall apply to the Contract and its interpretation.

The Court of Arbitration will be composed of 3 arbitrators: one elected by each party and a chairman elected by two arbitrators. The language of the dispute shall be ~~the state language of the Republic of Moldova~~ Romanian. Place of examination - Chisinau municipality, Republic of Moldova.

In the case of the Supplier from the Republic of Moldova the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the competent court of the Republic of Moldova in accordance with the provisions of the Code of Civil Procedure.

9.10. The law of the Republic of Moldova shall apply to the Contract and its interpretation.

10. Sanctions

10.1. The form of performance security agreed by the Buyer shall be a bank guarantee letter or payment order for the transfer of the amount to the Buyer's settlement account, in the amount of 10% of the total amount of the Contract.

10.2. For refusal to deliver the Goods (and/or refusal to provide support services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods or refusal to train the Buyer's personnel), or improper delivery of goods, the Supplier shall retain the performance security provided under point 10.1.

10.3. For late delivery of goods (and/or refusal to provide support services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of the Goods or refusal to train the Buyer's personnel), the Supplier shall bear material liability in the amount of 0.1% of the amount of the undelivered Goods for each day of delay, but not more than 10.0% of the total amount of this Contract. If the delay in the delivery of goods or the delay in the removal of defects in their delivery exceeds 10 (ten) working days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the Supplier shall extend the period of validity of the performance guarantee, otherwise it shall be considered as a refusal to deliver the Goods provided for in this Contract and the Supplier shall retain the performance guarantee for the Contract, established in accordance with the provisions of point 10.1.

10.4. For late payment of the Goods, the Buyer shall be materially liable in the amount of 0.1% of the amount not paid on time for each day of delay, but not more than 2.0% of the total amount of this Contract.

10.5. The first working day following the date constituting the delivery deadline and the payment deadline shall be considered a working day of delay.

10.6. The amount of the penalty calculated for the Supplier under this Contract may be deducted (withheld) by the Buyer from the amount of the payment for the Goods delivered.

11. Intellectual property rights

11.1. The Supplier shall indemnify the Buyer against any and all:

a) claims and actions arising from violation of intellectual property rights (patents, names, trademarks, etc.) relating to equipment, materials, plant or machinery used for or in connection with the Purchased Goods/ related services, and

b) damages, costs, fees and expenses of any nature whatsoever in connection therewith, unless such infringement results from compliance with the Technical Requirements requested by the Buyer.

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11.2. If any part of the Goods shall be deemed to infringe the industrial or intellectual property rights of a third party, and shall result in illegality or impossibility of use, the Supplier shall, at its own expense and at its option, acquire for the Buyer the right to continue to use the Goods or to replace them with equivalent Goods which do not infringe the rights of anyone but have the same functionality or to exchange the Goods in such a way as not to infringe the rights of anyone but with preservation of the functional equivalents.

11.3. The Supplier warrants that it owns all intellectual rights in the Goods which allow the Buyer unrestricted use/administration thereof.

11.4. As proof of the implementation of the provisions of point 11.3 of this Contract, the Supplier shall provide the Buyer with the technical documentation relating to the Goods.

12. Final provisions

12.1. Disputes arising out of this Contract shall be settled by the Parties amicably. Otherwise, they shall be referred for examination in accordance with the provisions of Chapter 9.

12.2. The Contracting Parties are entitled, during the performance of the Contract, to agree on the modification of the terms of the Contract by means of an Additional Agreement, provided that the price of goods remains unchanged. Amendments and additions to this Contract shall be valid only if they have been made in writing and signed by both Parties.

12.3 Unless expressly provided for in this Contract, all notices with respect to the dispatch of messages, requests, letters, other correspondence between the Parties, or notices under this Contract shall be in writing, delivered by registered mail or other means of communication to the postal addresses or e-mail addresses of the Parties.

The Buyer:

Recipient: Public Institution „Public Services Agency”

Address: MD 2012, Republic of Moldova, Chisinau municipality, 42, Aleksandr Pushkin street.

Fax: +373 22 XXXXX

Phone no.: +373 22 50-44-20

E-mail: asp@asp.gov.md

Contact person: ?????

Phone no.: +373

Email: asp@asp.gov.md

The supplier:

Sender:

Address:

Fax: +

Phone no.: +

E-mail:

Contact person:

Phone no.: +

Email:

12.4 Notifications shall be deemed to have been received:

- on the date of transmission if sent by e-mail;
- 7 (seven) working days if sent by registered mail;
- on the date of confirmation if sent by fax.

12.5 The Parties undertake to inform each other of any changes to the contact details for the notifications, indicated in this section of the Contract within 7 (seven) working days of the date on which such changes occur.

12.6. Language of communication: English or Romanian.

Translated from Romanian into English language

12.7. Neither Party shall have the right to transfer its obligations and rights under this Contract to third parties without the written consent of the other Party.

12.8. This Contract shall be drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Supplier and the Buyer, the copies drawn up in Romanian having priority.

12.9 This Contract shall be deemed concluded and shall enter into force on the date of signing by both Parties.

12.10. This Contract is valid until **31.12.2024**.

12.11. This Contract represents the agreement of will of the Parties and shall be deemed signed on the date of the last signature by one of the Parties.

12.11. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova.

Legal, postal and payment requisites of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
Address: _____ _____ Phone no.: _____ _____ Bank: _____ Branch _____ IBAN: _____ Bank code: _____ VAT code: _____ Tax xcode: _____ Email: _____	Address: MD-2012, Chisinau municipality 42, Aleksandr Puskin Street Phone no.: (022) 50-44-20 Bank: „Victoriabank” S.A. IBAN: MD97VI000002224212555MDL, Branch no. 12, Chisinau municipality Bank code: VICBMD2X884 Tax code: 1002600024700

SIGNATURES OF THE PARTIES

The Supplier of Goods

The Buyer

TECHNICAL SPECIFICATIONS – according to the data in Annex No. 22

Object of purchase: Biometric data collection equipment

CPV Code: 30210000-4

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SIGNATURES OF THE PARTIES

The Supplier of Goods

The Buyer

Annex no. 1.1
to the Contract no. _____
of „_____” _____ 2023

TECHNICAL SPECIFICATIONS – according to the information provided in the Annex to the Procurement Notice

Object of purchase: Biometric data collection equipment

CPV Code: 30210000-4

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SIGNATURES OF THE PARTIES

The Supplier of Goods

The Buyer

Annex no. 2
to the Contract no. _____
of „_____” _____ 2023

PRICE SPECIFICATIONS - according to the data in Annex No. 23

Object of purchase: Biometric data collection equipment

CPV Code: 30210000-4

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SIGNATURES OF THE PARTIES

The Supplier of Goods

The Buyer